SUBJECT: Satisfactions Of Second Mortgages – Early Release					
DEPARTMENT: Planning & Development DIVISION: Community Resources					
AUTHORIZED BY: Donald Fisher CONTACT: Diane Ledford EXT. 7384					
AUTHORIZED BY: Donald Fisher CONTACT: Diane Ledford EXT. 7384					
Agenda Date <u>11/26/2002</u> Regular ☐ Consent ⊠ Work Session ☐ Briefing ☐					
Public Hearing – 1:30 ☐ Public Hearing – 7:00 ☐					
MOTION/RECOMMENDATION:					

MOTION/RECOMMENDATION:

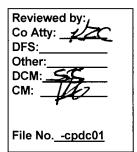
Approve and authorize the Chairman to execute the attached Satisfactions of Second Mortgages - Early Release for households assisted under the SHIP Program's Home Ownership Assistance Program.

BACKGROUND:

On October 30, 1996 Seminole County assisted Robert E. & Sharon Diacheysn with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Robert E. & Sharon Diacheysn resided in the house for a thirty year period. However, Robert E. & Sharon Diacheysn breached the mortgage agreement by applying to refinance their home prior to this thirty year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Robert E. & Sharon Diacheysn did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Robert E. & Sharon Diacheysn.

On March 28, 1997 Seminole County assisted Herbert D. & Rolyndia Taylor with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County.

The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Herbert D. & Rolyndia Taylor resided in the house for a ten year period. However, Herbert D. & Rolyndia Taylor breached the mortgage agreement by applying to refinance their home prior to this ten year Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. current HUD policy limits the loan forgiveness period to five years. Herbert D. & Rolyndia Taylor did reside in the house for five years.



a release would be granted by Seminole County if Troy W. Nelson and Traci S. Nelson resided in the house for a thirty year period. However, Troy W. Nelson and Traci S. Nelson breached the mortgage agreement by selling their home prior to this thirty year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Troy W. Nelson and Traci S. Nelson did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Troy W. Nelson and Traci S. Nelson.

On February 21, 1997 Seminole County assisted Victoria Minish with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Victoria Minish resided in the house for a ten year period. However, Victoria Minish breached the mortgage agreement by applying to refinance her home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Victoria Minish did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Victoria Minish.

On May 30, 1997 Seminole County assisted Thomas H. Goings with down payment assistance in the amount of \$3,050.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Thomas H. Goings resided in the house for a ten year period. However, Thomas H. Goings breached the mortgage agreement by applying to refinance his home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Thomas H. Goings did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Thomas H. Goings.

SATISFACTION OF SECOND MORTGAGE

This document is signed by <u>Seminole County</u>, a <u>political subdivision</u>, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the 30th day of October, 1996 from Robert E. & Sharon Diacheysn, husband and wife, Mortgagor to Seminole County, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of Three Thousand-Five Hundred Dollars and no 00/100th (\$3,500.00) which mortgage is recorded in Official Records Book 3153, Page 1945, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of <u>Three Thousand-Five Hundred Dollars and no 00/100, (\$3,500.00)</u> secured to Mortgagor the aforementioned sum as <u>(down payment assistance/rehabilitation assistance/emergency repair assistance)</u> through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this _____day of **November**, 2002.

ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of	By: Daryl G. McLain, Chairman
County Commissioners of Seminole County, Florida	Date:
For the use and reliance Of Seminole County only. Approved as to form and legal sufficiency	As authorized for execution by the Board of County Commissioners at their, 2002, regular meeting.
County Attorney	

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MARYANNE MORSE CLERK OF CIRCUIT COURT SEMINOLF COUNTY, FL. RECORDED & VERIFIED

909678

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SeminoleCounty Homeownership Assistance Program



OFFICIAL:

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the day of <u>October</u> 1896 by and between Robert B Diachevan, or and <u>Sharron Diachevan</u>, in hereinafter referred to the "Mortgager" and <u>Seminole</u> County, a political subdivision of the State of Florida, whose address is 1101 East Rist.

Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

"This second Mortgage County and "Mortgagee"

(Whenever used herein the terms of "Mortgager" and "Mortgagee"

(Whenever used herein the terms of "Mortgager" and "Mortgagee"

(Whenever used herein the learns of the heirs, legal representatives

(Whenever used herein the terms of "Mortgager" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and essigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggragate sum named in the Second Mortgage Note of even date herewith (\$3.500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, allens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now selzed and in possession altuated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditarments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgages that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforosaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgages as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomeoever; and that eaid land is free land clear of all encumbrances except;

A valid purchase money First Mortgage approved by Mortgages.

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Retwo for Lentral Forita Title Company 320 W. Sabul Paino R., Ste., 100 Longwood, Forida 32779 L74, $5 \cup L$

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.613(1) AND 189.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To:
Elaine L. Barlow, SHIP Program Coor.
Seminole County Chamber of Commerce
4990 South Highway 17-92
Casselberry, FI 32707

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ANY DEFAULT in any mortgage note, or ilen of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgages to declare a default. In the event of foreclosure, the Mortgages reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto paid Mortgagee the certain Second Mortgage Not hereinaffer substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, atipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate heraby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interact and other sums of money provided for in said note and Second Mongage, or either, to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgages because of the failure of the Mortgagor to promptly and fully comply with the agreements, atipulations, conditions and covenants of eald note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, slipulations, conditions and covenants of said note and the Second Morgage, or either. In the event the Mortgagor falls to pay when due any tax, sessessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without walving or affecting the option to foredoze or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, compiled with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgages, become and be due and payable, anything in said note or hertifin to the contrary notwithstanding. Failure by the Mortgages to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached herato as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgager, and said land is not sold, leased, rented or subleased.

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Should the land remain owner-occupied and not be rented, leased or sublessed for (check applicable) ten (10) years, twenty (20) years or thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision by violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN TEN (10) YEARS, TWENTY (20) YEARS OR X THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgager shall repay the loan amount of Thirty Five Randred and 00/100-dollars (\$3,500.00) to Mortgages in full, less any available forgiveness as provided in the recapture provisions of the Faderal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgages.

IN WITNESS WHEREOF, the said Mortgagor has heraunto signed and socied these presents the day and year first above written.

Susini wellow	Robert E. Dischapent.
Print Name: Stefanic wollow	Print Name: Robert & Discheven Jr
	There de chie
Print Names A LYNN: DAVIS	Print Name: Sharen Discheyen
	412 Springview Dr.
Print Name:	sandord po 32773
	-

(C) HOUSE INC

Print Name: _

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Sentu	ds County Homosowa	ship Assistance Pro		943 FL	
COUNT	of Florida Y of Seminole	, .			1
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ecknow: to me or	idge before me that he/ r have produced.	she/they executed the	same and are pe	rsonally known	•
	ake an oath. NESS my hand and offici	al seal in the County a	nd State last afore	sald.	
		Name; Notary Public Serial Number Commission Ex	tulres:	William Co. February Control of Co. February	1
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Sombolo County Former waship Assistance Program NOLE CO. FL



EXHIBIT "A"

LEGAL DESCRIPTION

Lot 99, Seplet of Groveview Village, First Addition, according to the plat thereof as recorded in Plat Book 26, Pages 4, 5 and 6, Public Records of Seminola County, Florida.

BOOK PAGE

3153 1945

Seminale Country Homeownership Assistance ProgramminoLE CO. FL



母XH的げ"B" SECOND MORTGAGE NOTE

AMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of thisty Five studied and 00/100----(\$ 3,500.00). The said principal shall be payable in leaviful money of the United States of America to the County at 1101 fast First. Street, Sanford, Florida 32771 , or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note at all take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) ten (10). twenty (20) or thirty (30) years (as applicable) after the data of the exacution of this Note provided no condition of default has occurred. This provision shall ensure that the aubject home and property is not sold, lessed, transferred or refinanced and remains owner-occupied for a period of at less! ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.

This Note incorporates, and is incorporated into, the Second Mortgage Daed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

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THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To:
Elaine L. Barlow, SHIP Program Coor, Seminola County Chamber of Commerce
4590 South Highway 17-92
Casselbarry, Fl 32707

- The sale, transfer or refinancing of the subject home and real property, within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
- Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
- The destruction or abandonment of the home on the subject property by maker or maker's successors.
- Fallure to pay applicable property taxes on subject property and improvements.
- Failure to maintein adequate hazard insurance on subject property and improvements.
- Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- Fallure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Morigage on real estate, or even date he:ewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florids. The terms of said Morigage are by this reference made a part hereof.

(CAMPANIALIST)

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Seminolo County Homesomerskip Assistance Progeniuole Co. Fl.



Each person liable hereon whether maker or enforcer, hereby waives personiment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after meturity of this Note or default hereunder, or under said Mortgage, coursel shall be employed to collect this Note or to protect the security of said Mortgage.

	- ···
Whenever used herein the term the the singular or plural as the context.	older", "maker" or "payee" should be construed is may require or admit.
In the event of foreclosure, County of	eserves the right of first refusel on the property,
IN WITNESS WHEREOF, the these presents the day and year first	A -1 - N A
Print Name: العامة الالالا	
<u></u>	in Sucrement
Print Name: A LYNN DAVIS	Print Name: Shazon thisobeyan
Print Name;	
Print Name:	
STATE OF FLORIDA COUNTY OF SEMINOLE	
to take acknowledgments, personally and <u>harder</u> , values, valu	day of Allen 1950 n the State afgresald and in the County afgresald y appeared Rober 1
WITNESS my hand and official sea	I in the County and State test aforesaid.
	Name:
	Notary Public Serial Number Commission Expired To Savie The Role And Indicated by
Chiamping	Stan
	-

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is to

MARYANNE MORSE CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL. RECORDED & VERIFIED

Prepared by: Judith K. Llyod GulfAtlantic Title 460 W. Central Parkway

228745

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Altamonte Springs FL 32714 NORTGAGE SUBORDINATION AGREEMENT

THIS SUBCRDINATION AGRETHMENT is made this 30th day of None , 1998 , by and between SEMINOLE COUNTY, a political subdivision of the State of Florids, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and

The Monay Source, Inc. , a Florida corporation, whose address is 821 Douglas Avenue, Suite 163, Alterente Sorings, FL 32746 hereinafter referred to as "LENDER,"

WITHRESETH

WHEREAS, HOBERT 2, DIACHBYSN, JR. and SKARON DIACHBYSN, husband and with whose address to 412 Springular Drive. Sanford, Florida 12773
hereinsfter referred to as "BORROWER," executed and delivered the COUNTY a mortgage in the amount of THESE TRADSON PIVE HUNDRED AND NO/100 (\$7 too.co.) dated Ogtober 10, 1396
and recorded November 5, 1496
in Official Record Book 3153, page (9) 1940 in the records of Saminole County, Florida, which mortgage is a lien on the following described property.

INSERT LEGAL PRECENTATION; Lot 99, REPLAT OF GROVEVIEW VILLAGE, FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 26, and Pages 4-6, Public Records of Seminole County, Florida:

WHEREAS, the BORROWER executed and delivered to LEMDER a mortgage in the sum of <u>seventy-room thousand times hundred formy-one and no-lood dollars</u> (\$74,341.00) which mortgage is intended to be recorded herewith in the records of Seminole County, Florida, and

WHEREAS, LENDER has required as a condition of its losn to BORROWER that the lien of the mortgage executed by BORROWER to the COUNTY he subordinated to the lien of the mortgage executed by BORROWER to LENDER to which COUNTY has agreed on the conditions provided herein; and

WHRMAS, the COUNTY is agreeable to such request pursuant to its adoption of Subordination Agreement Request Policids And Procedures on March 12, 1996, relating to subordination of liens filed for rehabilitation, emergency repair and ownership assistance funded activities; and

MERREAS, the refinancing of the BORROWER's property for the purpose of debt consolidation shall reduce total monthly household expenses; or an unanticipated financial hardship has befallen the BORROWER due to the death of a spouse or co-owner occupying the property; and

WHENEAS, the COUNTY is not required to take more than a second position of subordination,

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NOW, THEREFORE, in consideration of the sumgestable function/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the undersigned agree as follows:

- 1. That, the lien of mortgage executed by the BORROWER to COUNTY is and shall be subordinated to the lien of the mortgage executed by the BORROWER to LENDER provided, however, that the lien of the mortgage to COUNTY shall be subordinated to the lien of the mortgage to LENDER only to the extent that the lien of the mortgage to LENDER is, as a result of this Subordination Agreement, a validly parfact first lien socurity interest in the above-described property.
- 2. That, the mortgage executed by the BORROWER to COUNTY is and shall be subordinated both in lien and payment to the mortgage executed by the BORROWER to LEMDER to the extent that the mortgage to LEMDER is, as a result of this Subordinatin Agraement, a validly perfect first lien security interest in the above-described property.
- 3. That, to the extent the mort, 'e of LEMDER is, as a result of this Subordination Agreement, a "alidly perfect first lien security interest in the above-describ property, the lien of the mortgage executed by BORROWER to LENDER shall not be affected or impaired by a judicial sale under a judgment recovered under the mortgage made by the said BORROWER to COUNTY but any such sale shall be subject to the lien of the said mortgage executed by the BORROWER to LENDER.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto as of the date first above written.

and sears nevero as of the date	first above written.
THE MONEY SOURCE, INC.	SEKINOLE COUNTY
By, Walling	By SAMON SAMON
Title:	Title: Seminole County Community Development
Date, June 30, 1998	Office Manager Date: 632-98
SRD/drg 022096 PINDREUNGERAGT/COBORDS ACT	

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OFFICIAL RECORDS BOOK 1763 31:55 1763 SEMINOLE CO. FL

STATE OF FLORIDA

LEGISSLITY BUSATISFACTORY FOR MICROGRAPHICS

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 30th day of June, 1998 by

Rucoly Rakasia.

who produced Research Volume as identification or is personally known to me, and who did not in onth.

Notary Public
Printed Names FRANCISM A. Newborg-

My Commission Expires:

STATE OF FLORIDA

COUNTY OF SEMINOLE

FRAY UNILWBORG
Motors — Stoke of Froider
My Cristin Cent Explice May 14, 2002
Commission CC734014

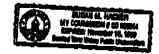
The furegoing instrument was acknowledged before me this 30th day of June, 1990 by Aime R. Ruedlinger, Vice President of The Money Source, Inc., who produced as identification or is personally losown to me, and who did not an eath.

Notary Public

Printed Name:

Susan M. Hacker

My Commission Expires:



SEMINOLE COUNTY HOME PROGRAM HOMEBUYER PROGRAM ASSISTANCE AGREEMENT OFFICIAL BOOK Applicant(a): Robert R. L Sharon Diacheven Property Address: 412 Springview Dr. .. Sanford Remod by: A. L. This Agreement is entired into this 1844 day of OCTODOY, 1874 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street. Sandon (hareinafter "COUNTY") and COUNTY" Robert Sharon, Diacheyen (herokulter "HOMEBUYER") WITNESSETH: 1. USE OF HOME FUNDS WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (fiszerijafter "HUO"), to be expended in accordance with HOME investment Parinaratile Acts (42 U.S.C. 1270) at each, as amended by the Housing and Community Development Act of 1992 and the Mutifamily County Development Act of 1992 and the Mutifamily Property Disposition Reform Act of 1984; and WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as <u>Groster Seminole County Chamber of Commerces</u> and meet the requirements as set forth in 24 GFR Part 92 as amended or waived by HUD. 2 AFFORDABILITY The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a form se specified in a second mortgage note and dead which shall be in effect of until the first of the following events occurs: (1) borrower sells, iransfers or disposes of the spaleted unit (by, including but not limited to, sale, transfer, benkruptoy or foreclosure): (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor CHICKETT COURT • • ; <u>);</u> 3. REPAYMENTS The COUNTY shall provide a Deferred Payment Loan in an amount up to \$2000 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the sasisted unit (by, including but not limited to, sale, transfer, benkuptoy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or it a married coupts, the survivor dies. UNIFORM ADMINISTRATIVE REQUIREMENTS Not applicable as the HOMEBUYER is not a subreciplent or state recipient. 6. PROJECT REQUIREMENT The COUNTY and the HOMEBUYER agree to comply with HOME regulations so set forth in 24 CFR Part 92 Subpart F, as follows: 'n. P.C. (a) The HOMEBUYER(s) have certified that the property shell be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUO, with adjustments for family size. ₹ (b) The property is located within the geographical areas of Seminole County. Florida and has an after rehabilitation or constitution appraised value equal to or less than ribaty-five porcent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, <u>Greater Seminose County Chamber of Commerce</u>, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for tunding. The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability. 60 3/20/94

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The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpert H. The regulations are provided below. Applicable regulations are so noted.

- c) Ciapiacement, relocation and acquisition

 Not Appacable (activity funded is downpayment, closing cost or interest rate buy-downpayment, closing cost or interest rate buy-downpayment, relocation and acquisition occurred pursuant to Federal rules).

Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been lesued. Confination has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.

d) Lead paint

Applicable (Home built prior to 1978, Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)

xed Not Applicable (Unit built during or after 1978.)

- e) Conflict of Interest no conflict found
- Disbarment and suspension not applicable
- g) Flood insurance
- h) Executive Order 12372 not applicable.
- 8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private tosts to lower the borrower's monthly housing costs (Principal, interest, Texes and insurance (PiTI)) and to pay closing costs and part of the downpayment amount, if necessary; The HOME funds shall be disbursed by the COUNTY at the time of toan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the task shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subreciplant.

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Floride Statutes for a period of three (3) years from the affordability term.

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3/26/98

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	3. ENFORCEMENT OF THE AGREEMENT
•	." The loan shall be evidenced by a Promiseory Note and secured by a Mortgage on the property. Failure by the HOMESUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal scilon taken.
	4. DURATION OF THE AGREEMENT
	This Agreement shall be in effect until the first of the following events occurs; (1) borrower serie, transfers or disposes of the assisted unit (by, including but not (imited to, sale, transfer, bankruptcy or fereclosure); (2) the borrow no longer accupies the unit as his principal residence; or (3) the borrower dies, or if a merried couple, the survivor dies, or for a period of
	5. OTHER PROVISIONS
	Neither party herete shall discriminate against any person or group of persons on account of race, 스 sex, creed, color of national origin in the performance of this Agreement.
	Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shallow
!	beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY. SEMINOLE COUNTY, FLORIDA WITNESS: GARY E. KAISER, Acting County Menager
i	Rida Curtis Date: 0/25/56
	HOMEBUYER ROBERT & Chichough ROBERT & Chicho
į	NOTARY AS TO HOMEBUYER(S); STATE OF FICH (IR.) COUNTY OF SENTROLE)
	The loregoing instrument was acknowledged before me this 1944 day of Charter & Sharon 15: a cheuse who is personally known to me or who has produced 1976 decris 11 course as identification.
	Prior Name Sandy M. Thompson Prior Name Sandy M. Thompson Description Company Compan
	Notary Public in and for the County and State Aforementioned.
	My commission expires:
	· · · · · · · · · · · · · · · · · · ·
	Fn-impropriem 62 s/26/98
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SATISFACTION OF SECOND MORTGAGE

This document is signed by <u>Seminole County</u>, a <u>political subdivision</u>, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the <u>28th</u> day of <u>March, 1997</u> from <u>Herbert D. & Rolyndia Taylor</u>, husband and wife, Mortgagor to <u>Seminole County, a political subdivision</u>, Mortgagee, securing that certain promissory note in the original principal amount of <u>Three Thousand-Five Hundred Dollars and no 00/100th (\$3,500.00)</u> which mortgage is recorded in Official Records Book <u>3218</u>, Page <u>1610</u>, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of <u>Three Thousand-Five Hundred Dollars and no 00/100, (\$3500.00)</u> secured to Mortgagor the aforementioned sum as (down payment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this _____day of **November**, 2002.

ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of	By: Daryl G. McLain, Chairman
County Commissioners of Seminole County, Florida	Date:
For the use and reliance Of Seminole County only. Approved as to form and legal sufficiency	As authorized for execution by the Board of County Commissioners at their, 2002, regular meeting.
County Attorney	

CLERN JE CIRCUIT COURT

034625

RECORDED & VERIFIED

1997 APR -3 PM 3-09



3218 1610 SEMINOLE CO. FL

Seminole County Homeownership Assistance Program



Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 28th day of March 1997 by and between Berbert D. Taylor a married person joined by hereinafter referred to the "Mortgagor Common and the State of Plants Mortgagor Common and the M

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, lagal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith second Mortgage all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenences thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagoe that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by: Tina M. HcCres for:

Tina M. McCres for: Southern Title & Abstract, Inc.

130 University Park Drive, Ste. 145 Winter Park, FL 32792 #97-227

#97=227

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OFFICIAL RECORDS BOOK PAGE 3218 | 611 SEMINOLE CO. FL

Seminole County Homeownership Assistance Program



ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgage to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit. A.

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgages the certain Second Mortgage Not hereinaffer substantially copied or identified, to-wit.

SEE EXHIBIT 'B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pey promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either, to pay all and singular the taxes, assessments, levies, fiabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time, to pay all costs, charges, and expenses, including attorney's fees, and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either, to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor faits to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date themsof at the highest lewful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that as set forth in the Second Mortgage Note attached hereto as Exhibit B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgager, and said land is not sold leased, rented or subleased.

11/11/

OFFICIAL RECORDS BOOK 3218 1512 SEMINOLE CO. FL

Seminole County Homesomership Assistance Program



Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) a ten (10) years twenty (20) years or thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FUIL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE IF THE SALE LEASE. TRANSFER OR REFINANCING OCCURS LESS THAN THE SALE LEASE. TRANSFER OR REFINANCING OCCURS LESS THAN TWENTY (20) YEARS OR THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT, Mortgager shall repeat the loan amount of attures thousand five hundred. Toolfare (\$3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgages.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name:

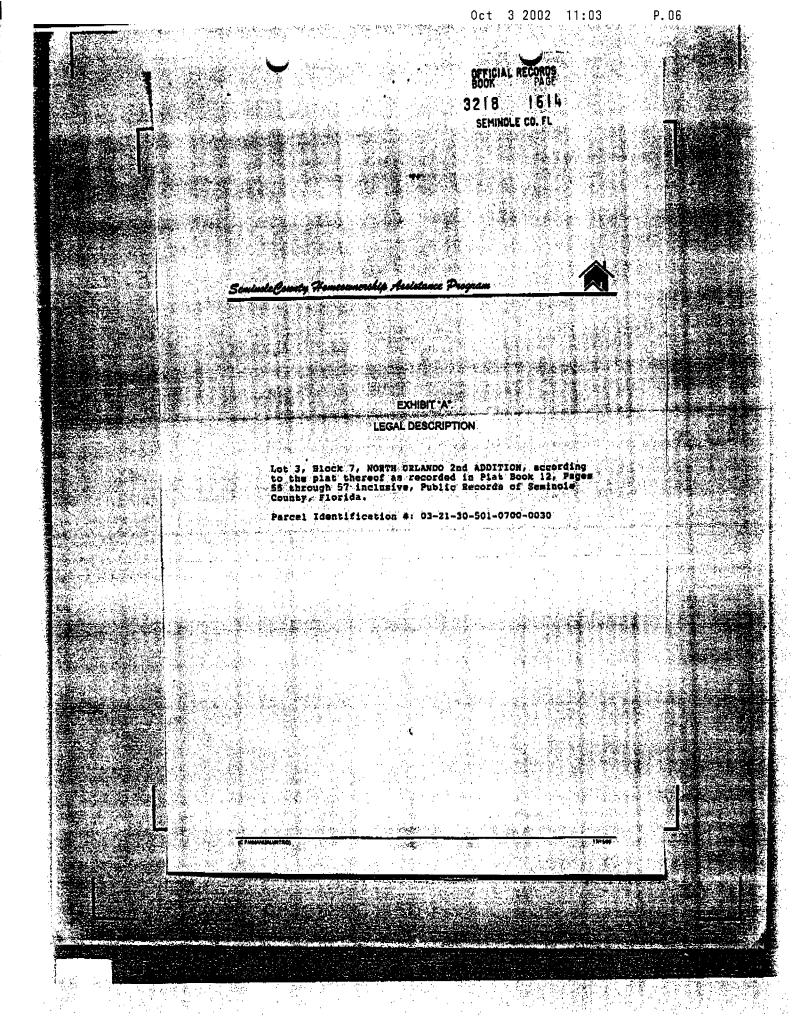
Print Name Herberth. Taylor

04 S. Moss Rd., Winter Springs, F1 32708

Print Name: Solladia Taylor 104 S. Noss Road

Print Name: Tina M. McCrea

Print Name: Mildred M. Crenshaw



P. 07

BOOK RECORDS

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SEMINOLE CO. FL

Seminole County Homeounership Assistance Program



EXHIBIT "B"

AMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) profises to pay Seminole County (The County), a political subdivision of the Sate of Profises or order, the manner hereinafter specified the sum of these thousand five hundred (\$ 3.900.00°). The said principal shall be payable in lawful money of the United States of America to the County at Seminole or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thiny (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) x ten (10), twenty (20) or thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

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SeminoleCounty Homeownership Assistance Program

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT. TO SECTIONS 420.513(1) AND 199,185(1)(d), FLORIDA STATUTES

Incomme to works true persects.
This instrument was prepared by:
Tina N., McCres for

Southern Tible & Abstract, Inc. 130 University Park Drive, Ste. Winter Park, FL 32792

RETURNS TO SAME

- The sale, transfer or refinancing of the subject home and real property, within ten
 (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by
 maker or maker's successors.
- Leasing or renting of the property within ten (10), twenty (20) or thinty (30) years of the date of execution of the Note and Second Mortgage.
- The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Failure to pay applicable property taxes on subject property and improvements.
- Failure to maintain adequate hazard insurance on subject property and improvements.
- Faiture to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- Failure to compty with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately. less any available forgiveness as provided in the recepture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Montgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

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	Oct	3 2002 1	1:09	P. 09
	3	BOOM L HECE 2 8 (SEMINOLE CO.	RDS AGE 5 1 7 EL	
Seminole County Homeowership Assemble Description Habitation whether map protest, notice of protest and notice of descriptions and make the suit or default hereunder, or under said Morte Note or to protest the security of said Morte	ker or enforcer, hi ishonor and agree te brought or not, h lage, counsel shall	to pay all cost , after maturity	s, including of this Note	
Whenever used herein the term holder the singular or plurel as the context may have the event of foreclosure. County reserve IN WITNESS WHEREOF, the said these presents the day and year first above	maker or payer equire or admit as the right of first r Mortgagor has he	efusal on the po	operty. and sealed	
Print Name: Herbert D. Taylor 104 S. Moss Road, Ninter Springs, Pl. Print Name: Line M. Wicker Print Name: Tina M. McCrea		Avadia Tayler 4 S. Hoss Road Aber Springs,	1 ()	
Print Name: All Articles Are a constant of the country of orange HEREBY CERTIFY that on this 28th before me, an officer duly authorized in the to take acknowledgments, personally appointly joined by his spouse who acknowledge before me that he/she/they exto me or have produced To Drivers Lice	State aforesaid an peared <u>Herbert D.</u> executed the foregoing the same a	d in the County Taylor: x max	ried person and who lly known	
MITNESS my hand and official seal in the Man with the Man	na County and State	lást aforesaid.		
(E Francisco (Laboratorio)			STANS	

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SEMINOLE CO. FL

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SEMMOLE COUNTY HOME PROGRAM HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicantis) HERREST D. TAYLOR, A MARRIED PERSON JOINED BY HIS SPOUSE, BOLTHDIA TAYLOR,

Property Address: 104 8. Moss Road, Winter Springs, Plorida 32708

This Agreement is entered into the 28th day of Neuron 1897 by and between Seminole County, a political Autodivision of the State of Florida, whose address is 1101 East First State, Seniord, Florida, 32771 (hereinelter COUNTY) and Flexbert D. Taylor, A HARRIED PRESON TOTALED BY HIS SPORSE, ROLYNDIA TAYLOR (hereinaker "HOMEBUYER").

WITNESSETH

USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable, Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et sag), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down additioned through its subrecipient organization hereby known as <u>Greater Seminole County Chamber of Commerce</u> and meet the requirements as set forth in 24 CFR Part 92 86 amended or waived by HUD.

AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordant The property which is the subject of this Agreement shall remain anonsole in accordance wat. COUNTY guidelines for a tarm as specified in a second mortgage note and deed which shall be in effect, until the first of the following events occurs: (1) borrower sets, transfers or disposes of the antistad unit; (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$3,500.00 get 0% unst the first of the following events occurs: (1) borrower selle, transfers or disposes of the assisting unit including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occur the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies:

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

- (a) The HOMEBUYER(s) have certified that the property shot be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.
- (b) The property is located within the geographical areas of Seminote County, Florida and has an after rehabilitation or construction appraised value equal to or less than nimety-five percent (95%) (95%) when used with SHIP lunds) of the median sales price at the great. The COUNTY through Grants-Seminote County Chamber of Congresses, has reviewed the household income and property value requirements in accordance with the HOMS Program requirements and determined the project eligible for lunding,

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

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Oct 3 2002 11:12 P.11 3218 1619 SEMINOLE CO. FL 6. HOUSING AND QUALITY STANDARDS The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding. OTHER PROGRAM REQUIREMENTS The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD selines at 24 CFR Part 22 Subpart H. The regulations are provided below. Applicable regulations are noted. so noted. Applicable . E Not Applicable (one unit)
Applicable . S Not Applicable Equal opportunity and fair housing Environmental review ы Displacement, relocation and acquisation Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit therefore no displacement, relocation and acquisition occurred pursuant to Federal rules). Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been leaved. Contification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice. Leed paint Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.) Not Applicable (Unit built during or after 1978.) Conflict of Interest - no conflict found Disbarment and suspension - not applicable Flood insurance h) Executive Order 12372 - not applicable. AFFIRMATIVE MARKETING Not applicable due to the nature of the activity (HOMEBUYER program). 9. CONDITIONS FOR RELIGIOUS ORGANIZATION Not applicable due to the nature of the activity (HOMEBUYER program). 10, REQUESTS FOR DISBURSEMENT OF FUNDS The HOMEBUYER agrees that the funds shall only be used to subsidize a private losn to lower the borrower's monthly housing costs (Pfincipal, Interest, Taxas and Insurance (Pfff)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of losn closing. Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with the Agreement shall be performed pursuent to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations. Ownership assistance funds shell not be disbursed prior to completion of work and acceptance of the same by the COUNTY... 1. REVERSION OF ASSETS Not applicable as the homeowner is not a subrecipient. RECORDS AND REPORTS The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as isoble in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

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ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a **Herence** or the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and expropriate legal action taken.

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale; transfer, bankruptcy or foreclosure); (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of _______ ten (10), _______ twenty (20) or ______ thirty 5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be

beneficiary, principal or agent, limited or general relationship involving the COUNTY.	I partnership, joint venture of any association of
	SEMINOLE COUNTY_FLORIDA
WITNESS:	Later Land
- May Marpris	Gary B. Kaiser Acting County Manage
V.	Date:
WITNESSES	HOMEBUYER
14. +-7 /2-1	Merly Dysly
Muster	a Kolyndia D. Kauler
Ethelad Age	Date: 3/4/97
NOTARY AS TO HOMEBUYER(S):	
STATE OF 7 LORIBA	
county of orange j	
The foregoing instrument was acknowledged	The same of the sa
known to me or who has produced	as identification.
/ Utisline & make	
7 1/1/2015	
Print Name LINGSTINE Y LYCIC	CHRETE Y SHE
Notary Public in and for the County and State Aforemer	SOMMUNEON TO AND
My commission expires:	
민준이 불어가는 얼마나 얼마를 가게 다니다.	
Fritmanualhomeprom 62	3/26/96

SATISFACTION OF SECOND MORTGAGE

This document is signed by <u>Seminole County</u>, a <u>political subdivision</u>, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the <u>30th</u> day of <u>October, 1995</u> from <u>Troy W. Nelson & Traci S. Nelson</u>, husband and wife, Mortgagor to <u>Seminole County, a political subdivision</u>, Mortgagee, securing that certain promissory note in the original principal amount of <u>Three Thousand Dollars and no 00/100th (\$3,000.00)</u> which mortgage is recorded in Official Records <u>Book 3005</u>, Page <u>1064</u>, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of <u>Three Thousand Dollars and no 00/100, (\$3,000.00)</u> secured to Mortgagor the aforementioned sum as <u>(down payment assistance/rehabilitation assistance/emergency repair assistance)</u> through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this _____ day of **November**, 2002.

ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of	By: Daryl G. McLain, Chairman
County Commissioners of Seminole County, Florida	Date:
For the use and reliance Of Seminole County only. Approved as to form and legal sufficiency	As authorized for execution by the Board of County Commissioners at their, 2002, regular meeting.
County Attorney	

**

MARYANNE MORSE

SEMINOL COUNTY FL

783168

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Seminols County Womeowaership Assistance Program



Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the day of October 199 5 by and between Troy W. Nelson and Tract S. Nelson hereinafter referred to the "Mortgagor" and Seminoled County, a political subdivision of the State of Florida, whose address is 1101 East Plant Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagoe."

(Whenever used herein the terms of "Mortgager" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herawith (\$ 3.000.00), herainafter described, the Mortgagor hereby grants, bergains, sells, aliens, premisis, conveys and confirms unto the Mortgages all the certain land of which the Mortgagor is now salzed and in possession situated in Seminole County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenences thereto belonging, and the tents, issues and profits thereof, unto the Mortgages, in fee simple.

AND the Mortgagor covenants with the Mortgages that the Mortgagor is indefeasibly seized of seld land in fee simple; that the Mortgagor has good right and lawful authority to convey seld land as aforeseld; that the Mortgagor will make such further assurances to parfect the fee simple title to said land in the Mortgages as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgages.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
Elaine L. Barlow, SHIP Funds Coord.
C/O Greater Seminole County Chamber of
4590 S. Hwy 17-92 Commerce
Casselberry, FL 32707
AFTEK RECURDING, RETURN TO:
Robert F. Heenan, Program Monitor
C/O Seminole County Bovt. Serv. Bidg.
1101 East First Street
Sanford, FL 32771

C:PMMVU-UNITED

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ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis suthorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pury unto said Mortgagoe this certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgegor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of morsy provided for in seld note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or peld by the Mortgages because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covereints of said note and this Second Mongage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenents of said note and the Second Mortgage, or either. In the event the Mortgagor falls to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgages may pay the same, without waiving or effecting the option to foreclass or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate than allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a weiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains

occupied by the Mortgegor, and said land is not sold, feased, rented or sublegged. Should the land remain owner-occupied and not be rented, lessed or subjected for available forgiveness as provided in the recepture provisions of the Feder regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage this land, subject to the notification and approval of Mortgages.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed secresonts the day and year first above written.

Nound fair	my Mh
Principleme: Doors T. Darris	Print Name: Troy W. Nelson
Witness Stand	June Stelloon
Print Name: Poeth Anne Shaw	Print Name: Traci S. Nelson
Print Name:	

Print Name:

Sominolo G	annety A	iomisomusrakçı	Assistance	Programs



STATE OF FLORIDA COUNTY OF SEMINOLE

1 HEREBY CERTIFY that on this 20 to day of On hole 199 5 before me, an officer duty suthorized in the State aforesaid and in the County eforesaid to take acknowledgments, personally appeared Troy V. Notson and Traci S. Nelson who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced Delicate (Section 2014) as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

EXINOLE CO.

The second state of the second second

DONNA J. MORRIS
COMMISSION & CC 350501

Nerre: Notary Public Serial Number Commission Expires:

Somiools County Homoownership Assistance Program



EXHIBIT "A" LEGAL DESCRIPTION

MOT 3, LAURELHOOD, ACCORDING TO THE PLAT THERMOT AS RECORDS IN PLAT BOOK 15 PAGE 85, PUBLIC RECORDS OF SHAIROLE COUNTY, FLORIDA.

3005 1063 SEMINOLE CO. FL.



	Second Mortgage Note	
	AMOUNT: \$3,000.00	
Three	FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florids, or order, the manner hereinafter specified, the sum of Thousand and no/100ths (\$ 3,000,00). The seld principal shall be payable in lawful money of the United States of America to the County 4th 1101 East First Street, Senford Florida 32771 or at such a place as new hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:	
	A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.	•
	8. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) five (6), twenty (20) orX thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, lessed, transferred or refinanced and remains owner-occupied for a period of at least five (5), twenty (20) or thirty (30) years (as applicable) after execution of this Note.	
	C. If the property is sold, leased, transferred or refinanced prior tofive (5)	
	This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.	
	SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN	
	DEFAULT	
	The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:	

Senteels County Houseonership Assistance Program



THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURBUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by: Elaine L. Barlow, SHIP Funds Coord. C/o Greater Seminole County Chember of 4590 S. HWY 17-92 Commerce Casselberry, FL 32707

- 1. The sale, transfer or refinencing of the subject home and real property, within five (5), twenty (20) or thirty (30) years (as applicable) of execution of this Note; by maker or maker's successors.
- Leasing or renting of the property within five (5), twenty (20) or thirty (30) years
 of the date of execution of the Note and Second Mortgage.
- 3. The destruction or abandonment of the home on the subject property by marker of maker's successors.
- 4. Fallure to pay applicable property taxes on subject property and improvements.
- Failure to maintain adequate hazard insurance on subject property and improvements.
- Failure to comply with the terms and conditions of the accompanying Second Mortgage Dead of even date.
- Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpeid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpeid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

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Seminole County Homosomorship Assistance Program



Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Note or to protect the security of said Mortge	a, counsel shall the employed to collect this ge.
Whenever used herein the term "holder", "n the singular or plural as the context may requ	naker" or "payee" should be construed kg uire or admit.
in the event of foreclosure, County reserves	the right of first refusal on the property을 다 혹표
IN WITNESS WHEREOF, the said Mothers presents the day and year first above witness Witness Print Name: Donna T Donna Witness Print Name: Posth Anna Shaw	Print Name: Traci S. Nelson
Privit Name:	
Print Name:	
STATE OF FLORIDA COUNTY OF SEMINOLE	
I HEREBY CERTIFY that on this before me, an officer duty authorized in the 8 to take acknowledgments, personally approach and Tract 5. Relson	State aforesaid and in the County aforesaid
acknowledge before me that he/she/they exto me or have produced the large and did not take an oath.	scuted the same and are personally known.
WITNESS my hand and official seal in th	e County and State last aforesaid.
101 East First Street Ser	re: ery Public lei Number nmission Expires: DONNA J. NORMs SCHRISTIAN & CO. 200001 SCHRISTIAN & CO. 200001 Allentia Sonding Co., Inc., 800-7,19-79-45

THE PERSON NAMED IN

58

Soutrale County Houseowership Assistence Program



EXHIBIT "A" LEGAL DESCRIPTION

MOT 3, MAURELMOOD, ACCORDING TO THE PLAT TERRUT AS RECORD IN PLAT BOOK 15 TAGE 85, PUBLIC RECORDS OF SEMINGLE COUNTY, PRORTES. SEMINOLE CO. FL.

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THE PARTIES OF STREET

SEMI JOLE COUNTY - HOME PROGRAM HOMEBUYER PROGRAM ABBISTANCE AGREEMENT

32130 Trov W. Melson + Applicants): 3272 Mire ACCION, 19 95 by and betwee address to 1101 East Pint Gire (hereinster "HOMEBUVER"). day of CONODRA. WITHERSTIN MEISON 890 1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1980, as emended, through the U.S. Department of Housing and Urban Development (hareinefter "HUD"), to be expended in accompanies with HOME investment Partmenship Acts (42 U.S.C. 1270) at acq), as emended by the Housing and Community Development Act of 1992 and the abilitizatily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to seeled qualified inomebuyers with downpayment, closing costs, and/or interest rate buy-down sesterance through its subrecipient organization hereby known as __SHF/ADZ-______ and most the requirements as set forth in 24 CFR Part 92 as amended or walked by HUD.

2. APPORDABILITY

**SEW 10002 COUNTY CRAMBER OF COMMERCE

The property which is the autject of this Agreement shell remain affortistie in accordance with COUNTY guidelines for a term an specified in a second mortgage note and deed which shell be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the mestaled unit (by, including but not limited to, sale, transfer, bankruptcy or forestoeurs); (2) the borrower no longer occupies the unit se his principal residence; or (3) the borrower dies, or it a married couple, the survivor

1. REPAYMENTS

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The CCLINTY shall provide a Deferred Payment Loss in amount up to \$ 200000 at 0% until the flux of the following events occurs: (1) between sells, transfers or disposes of the mainted unit (by, including but not limited to, sele, transfer, bentraptcy or forestocare); (2) the borrower no tenger occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart IF, as follows:

- (a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal resistance and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (RONs) of the median income for the area, as determined by HUD, with adjustments for family
- (b) The property is idealed within the geographical areas of Seminole County, Plotids and has an after rehabilitation or construction appraised value equal to or less than ninely-five persons (SEN) (80% when used with SHIP funds) of the median sales price of the area. The COLINTY through, the traviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

Y BREATEL SEMINOLE COUNTY CHAMBER OF COMMERCE

The HOMEBUYER shall meintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

THE CLOSING TABLE/FURMAN

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMERLYER, shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal lens and regulations as described in HLD guidelines at 24 GFR Part 82 Subpart H. The regulations are provided below. Applicable regulations are noted.

	and year object mental and test trackette		Lif Not Applicable (one unit)	Ĥ
Ø	Environmental review		G-Not Applicable	7
G)	Displacement, relocation and acquisi	nom		1
	ELFiet Applicable (activity fundament	is downpayment	, closing cost or interest rate buy-de displacement, relocation and acquisi	bws6 Mon-
	Applicable (Activity is downpayer the purchase of an exhibit unit. An	rent, clouing cea propriets policies	or interest rate buy-down assistance have been leased. Certification has b upled by a tenant and that the owner	fix eari has
Ф	Lead point			
	Assessment and Address thanks the children in	MINES!	point notice has been provided and	unit
	☐ Not Applicable (Unit built during c	N after 1976.)		

- e) Conflict of Interest no conflict found
- Disbarment and suspension not applicable
- (i) Flood insurance

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- fi) Executive Order 12872 not applicable.
- B. AFFRIMATIVE MARKETING

Not applicable due to the nature of the activity (HOMERLIYER program).

17. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBLIYER program).

10. REQUESTS FOR DISSURSEMENT OF FUNDS

The HCMEBUYER agrees that the funds shall only be used to subsidize a private foan to lower the borrower's monthly housing costs (Privolpal, Interest, Texas and insurance (PTT)) and to pay closing costs and part of the downpayment amount, if necessary. The HCME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOLE assistance, the HOLEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership secistance funds shell not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER ethir complete all reports and maintain documentation, as cable in accordance with 34 CPR Part 52 and Floride Statutes for a period of three (3) years from and of the affordability term.

ENFORCEMENT OF THE AGREEMENT

The form shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the ("liowing events occurs: (1) borrower sells, transfers or disposes of the sestated unit (by, including but not limited to, sale, transfer, bankruptcy or foreolosure); (3) the borrow no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ______ live (ii), _____ twenty (20) or _____ thirty (30) years, as applicable.

OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of ragin sex, cread, color or netional origin in the performance of this Agreement.

Nothing contained in this Agreement; if any act of the COUNTY or the HOMEBUYER area addedned or continued by any of the parties liereto, or third persons to create any relationship of third perty beneficiary, principal or agent, limited or general partnership, joint writters or any association per relationship involving the COUNTY.

WITNESS : WITNESS ES COMPANY OF THE STATE OF	RON H. RASUN, County Manager Dete: HOMEBUYER
	Dete: 10-17-9.5
STATE OF FLORIDA) COUNTY OF CRANCE)	•
The foregoing instrument was acknowledged	before me title <u>18th</u> day of October: N, who is personally known to me or who has
produped a VM ID DETVIERS 3 TOPISE	as identification.

CHARTETTAR Y. BROOKS

Notary Public in and for the County and State Aforementioned.

My commission expires: 1-2-98

PREPARED BY:

Claine L. Barlow, SHIP Funds Coord. c/o Greater SEminole County Chamber of Commerce 4590 S. Iwy 17-92, Casselberry, FL 32707

AFTER RECORDING, RETURN TO: Robert F. Heenan, Program Monitor c/o Seminole County Sovt. Serv. Bldg. 1101 East First Street Sanford, FL 32771

EGOMS.

SATISFACTION OF SECOND MORTGAGE

This document is signed by <u>Seminole County</u>, a <u>political subdivision</u>, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the <u>21st</u> day of <u>February, 1997</u> from <u>Victoria Minish</u>, a single person, Mortgagor to <u>Seminole County</u>, a <u>political subdivision</u>, Mortgagee, securing that certain promissory note in the original principal amount of <u>Three Thousand-Five Hundred Dollars and no 00/100th</u> (\$3,500.00) which mortgage is recorded in Official Records <u>Book 3201</u>, <u>Page 1012</u>, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of <u>Three Thousand-Five Hundred Dollars and no 00/100, (\$3,500.00)</u> secured to Mortgagor the aforementioned sum as (down payment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this _____ day of **November**, 2002.

ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of County Commissioners of	By: Daryl G. McLain, Chairman
Seminole County, Florida	Date:
For the use and reliance Of Seminole County only. Approved as to form and legal sufficiency	As authorized for execution by the Board of County Commissioners at their, 2002, regular meeting.
County Attorney	

annie 7366 Ex 665-7384 Pr 665-7384

20 - 12

MARYANNE MORSE CLE .. IF CIRCUIT COURT

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RECORDED & VERIFIED

97 FEE . AT 101 48

Seminole County Homeownership Assistance Fragman



Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the ziet day of PERSUARY 1982 by and between Vigturia 8. Minish, and hereinafter referred to the 'Alcrigagor' and Seminole County, a political subdivision of the State of Fichia, whose address is 1101 East First', Street, Sanford, Florida 32771, herematter referred to as the 'Alcrigagoe'

(Whenever used herein the terms of "Mongagor" and "Mongagos" moducid all parties to this instrument, the here logal regressionalities and assigns of individuals and the successors and assigns of corporations, and the term "note" include in all the notes historic described if more than one exists.)

WITHESETH, that for good and valuable achievance and also in consideration of the aggregate sum named in the Severic Mortgage Note of even date rerewith (\$3,500,00) hereinalter describes the Mortgaget hereing grants cargons sails aliens premises, conveys and conflame until the Mortgaget all the certain land of which the Mortgaget is now sould and in passension stantal in Seminale County, Florida, viz.

SEE EXHIBIT "ATATIACHED HEBETO AND INCORPURATED HEBURI

TO HAVE AND TO HOLD THE SAME, together with the techniques, heredizingnis and appullenances thereto belonging, and the rents, issues and profite thereof, unto the Mangagee, in fee simple

AND the Marrigager coveriants with the Marrigages that the Margager is indefeasibly seried of said land in fee simple, that the Marrigager has good right and lawful nuthority to convey said land as aforesaid. That the Marrigager will make such further assurances to perfect the fee simple title to said land in the Marriager as may reasonably be recurred; that the Morrigager hereby full warrants the title to said land and will delend the same against the lawful claims of all persons whomsoever, and that said land is free land clear of all encumbrances except

A valid purchase money First Mortgage approved by Mortgagee

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420 513/1) AND 199 185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Resum 15:

Elaine L. Barlon, SHIP Program Coor.

Saminole County Chember of Commerce
a590 (cush Pignaly 17-32

Calse 126-ry, 51 32707

2001/1009

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ULLICIAL RECOUNTS

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Sominale County Homosomership Hesistance Freguen



ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Moragage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgages to declare a default. In the event of foreclosure, the Mortgages the right of first refusal on the land as described in Extrem 'A."

PROVIDED ALWAYS that said Mortgagor shall pay unto said Mortgagee the canam Second Narrange Not recondition substantially could be identified, to-vot

SEE EXT. E. ATTACHED HERETO AND INCORPORATED HEREIN

AND the Montgagor shall perform, comply with and abice by each and every of the agreements stablishes conducts and covenants therein are of this Second Montgage and if not then this Montgage and the estate hereby created shall crease, determine and see half are void.

AND the filteranger hereby further covenants and agrees to pay promptly when due the principal and "lerest and other sums of money provides for in said note and Second Merigage or enter to pay all and singular the lakes assessments, levies. labelinos, obligations and encumbrances of every nature on said properly to permit, earmed or seffer re- waste intransment or deterioration of said fand or the improvement thereon at any time it pay all costs charges, and expenses including attorney's less and little son: thes reasonably incurred or paid by the Mongagee because of the failure of the Montgager to promptly and fully comply with the agreements, supulations, cerditions and coverants of said note and this Second Montgage, or either; to perform, comply with and acids by each and every of the agreements, stipulations, conditions and coverients of sale note and the Second Monteage or either. In the event the Mongagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by vicue of said note and this Second Mongage, or either, the Morbages may pay the same, without waiving or affecting the option to foraclose or any other right hereusser, and all auch payments shall bear interest from the date increal at the highest lewful rate then allowed by the laws of State of Florida

if each and every ore of the agreements, stipulations, conditions and coverants of said note and this Second Morigage, are not fully performed, compiled with and abided by, then the entire sum mentioned in said note, and this Second Morigage, or the entire balance unpaid therein, shall forthwith or thereafter, at the option of the Morigages, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Morigages to exercise any of the rights or options herein provided and not constitute a warver of any rights or options under each note or this Second Morigage accrued or thereafter accruing

Fronted that, as set forth in the Second Mortgage Note stracked hereto as Exhibit 'E' no payments small be required on the Second Mortgage as long as the land remains

40 = 72

3201 / 1000 Official records

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Seminals County Women worship Assistance Program WINOLE CO. FL



Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) * Len (10) years, twenty (20) years or thirty (30) years (if used in conjunction with FHA financing), then this second Mortgage shall be longiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE. IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN TEN (10) YEARS. TWENTY (20) YEARS OR THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgager shall repay the loan amount of Three thousand five Induced dollars (\$3,500.00) to Mortgages in full leas any available forgiveness as provided in the recepture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase maney First Mortgage on this land, subject to the notification and approval of Mortgagee

IN WITNESS WHEREOF, the said Mongagor has hereunto signed and sealed those presents the day and year first above written

Print Name: Volstie Q Minuster Victoria S. Hinish 579 Horthbridge Dr., Altanosta Springs,	
Print Name:	Print Name:
Pant Name:	·
Print Name:	

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DEFICIAL RECORDS

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1010

CEMINDLE CO. 7L

Seminole County Homeoconstship Assistance Program



STATE OF FLORIDA COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this ZIBT day of PRRUARY , 1992 telera me, an officer duty authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared <u>excounts a minutes</u> and excovering before me that he/she/they executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced A DRIVERS LICENSE as scentification and who did/out tot take an oath.

.. "YESS my hand and official seal in the County and State last aforesaid

Name. HOLLY L. ALLISON

Notary Fublic Senal Number

Commission Expires



60F J2

3201/1011
 Official records
 Proficial records

SEMINOLE CO. FL

Seminale County Homeognership Assistance Fragram

EXHIBIT 'A'

LEGAL DESCRIPTION

LOT 40, NORTHBRINGE AT COUNTRY CREEK, ACCORDING TO THE PLAT THEREOP AS RECORDED IN PLAT EGGE 36, PAGES 40 - 92, OF THE PUBLIC RECORDS OF SEMIMOLE COUNTY, FLORIDA.

70F 12

3201/1012 REGISTAL RECORDS

3201 1015

MIMOLE CO. FL

Semisole County Homenumership Assistance Frogram



exhibit "b" second mortgage note

AMOUNT_	\$3,500,00
---------	------------

FOR VALUE RECEIVED, the undersigned (jointly and severally if more than one) statements to day Seminole County (The County"), a political succivision of the Sate of Force or order, the manner hereinafter specified, the sum of three thousand five hindred (S1.500.00). The said principal shall be cayable in awful money of the binded Sistes of America to the County at 101.515.5.5125.534661. Sender Force from the holder to the maker hereof. This refer and Mongage securing same shall be for a pence of wanty (20) or thiny (30) years 1 used in conjunction with First linanding, beginning on the date of execution of the same accompanying Mongage. Repayment of this Note shall take place in the following manner.

- 1 if a sefault of the First Mortgage desure the Sesand Mortgage Note shall be due and payable in full
- the payment shall be required our ing the term of the Note and this debt shall be remainently fargiven (check one). It is not (10) twenty (20) or thirty (30) years (as applicable) after the date of the execution of this hale provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased transferred or refinanced and temains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C if the property is sold, leased, transferred or refinances prior to _x_____len(10) _______ twenty (20) _______ thirty (30) years after the purchase the full payment shall be due on said, lease, transfer or refinancing less only available fargiveness as set forth in the recapture provisions of the Federal Regulations in effect as the time of default

This Note incorporates, and is incorporated into, the Second Mongage Deed of even date on the following described property

SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

80F12

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gon,

1013

FMINOLE CO 1:

Seminte County Fameswarship Assistance Frogram

This instrument was prepared by

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420 513(1) AND 198 185(1)(d). FLORIDA STATUTES

and Return Io:
Elaine L. Barlow, Shif Program Coor
Seminole County Chamber of Commerce
ASYU Seuth Hijmay 17-92
Casselberry, Fl 32707

- 1 The sales transfer of refinancing of the subject home and real processy within ten (10), twenty (20) or thing (30) years (as applicable of execution of this Netty, by maker or makes a successors.
- 2 Leasing or renting of the processy within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage
- The destruction of abandonment of the home on the subject trapping by maker or maker a successor?
- 4. Failure to pay applicable pricary taxes on alignous recover, and entring musta
- 5 Failure to maintain adequate bactile maintains on expect property and improvements.
- 5 Fadure to comply with the terms and concerns of the economyray Second Mortgage David of even case
- 7 Failure to comply with the terms and conditions of the First Minimage securing the property

CONSEQUENCE OF DEFAULT

The occurrence of a default as set form hereinabore shall cause an accoleration of the termining unpaid principal balance evidenced herein and secured by an accompanying Second Mongage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the bride of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subcroinate to a First Mortgage as approved by the County

This Note is secured by a Mongage on real estate, or even cate herewith made by the maker in favor of the said holder and shall be construed and enforced according to the laws of the State of Fighta. The terms of said Mongage are by this talkrotico made a part hereof

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minga: "Front?

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Siminale County Hamissonership , Assistanci Froyram



Each person leane nereon whether maker or orders in the may worked personatment, crotest, notice of protest and notice of dishoner and current to put out costs undividing researable amorney's fees whether suit to brought in not it into whiter to diship Note or default hereunder or under that Morigage counts in collect the context to anthom this Note or to protect the security of said Morigage.

Appended not a rule as the sould it may testing or a tagg.

m that the transfer of the transfer of the confidence of the confidence of the confidence of the confidence of

THE MATCHESE AND SELECT THE SALE METALLINES OF THE CONTROL OF THE SALE OF THE

Victoria B. Minish
579 Northbridge Dr., Alteronte Springs, Fl 32714

And Name

Birth .

"in lacks Holige Allison

Witness Annelle Nuns ...

STATE OF FLOS DA COUNTY OF SEVINGUE

THEREBY CERTIFY Instity in 2 2557. day of FEBRUARY 1397 refore me on office my autorized in the State distribution and office my autorized in the State distribution and are personally appropriate the projecting maturally known and or personally known to the or have produced in a translation and who distributed at the projecting maturally known to the or have produced in a translation and who distributed an action of take an action of the state of the state

WITNESS my mand and afficial seal in the County and State lost processor.

Mana Home in Au

10 0 = 12

UFFICIAL RECORDS

SEMINOLE COUNTY **HOME PROGRAM**

HOMEBUYER PROGRAM ASSISTANCE AGREEMENT NOLE CO.

Applicant(s) VICTORIA B. MINISH 579 North bridge Properly Address: 579 HINTIBRITANE DRIVE 4LTAMONTE SPRINGS ALTANONTE SPRINGS. Pt. 12716 This Agreement is entered into this ______day of ______19__by and between Semipole County, a political subdivision of the State of Florida, whose address is 1101 East Pirst Street, Senford, Florida, 32771 (hereinafter "COUNTY") and COUNTY) Personation "HOMEBUYER"). VICTORIA HRIMIR

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as emended, through the U.S. Department of Housing and Urban Development (hursinalise "HUD"), to be expended in accordance with HOME investment Partmenthip Acts (42 U.E.C. 12701 of say), as amended by the Housing and Community Development Act of 1892 and the Middlenille Procesty Disposition Reform Act of 1984; and

WHEREAS, the COUNTY has appead to use HOME funds to sealed qualified homeburers with downpayment, clusted costs, and/or interest rate buy-down essistance through its subrectment organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 82 as amended of walved by HUD.

2. AFFORDABILITY

The property which is the subject of the Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) because until the first of the following events occurs: (1) because until the first of the beautiful to, said, transfer, bardwittly or finebourte); (2) the beautiful in larger occupies the unit as his principal residence; or (3) the borrower dies, or if a marmed couple, the survivor diam

3. REPAYMENTS

The COLINTY shaft provide a Deferred Payment Loan in an amount up to \$ 1500 the fact of the following events occurs: (1) bottomer salls, transfers or disputes of the existed unit (by, and wing but not limited to, sale, transfer, benduçtry or foreclassing (2) the borrower no longer economic the unit so his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not sententing as the HOMEBUYER is not a subsecretant or state recommit.

PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER, agree to camply with HOME regulations on set forth in 24 CFR Part 62 Subpart F. as follows:

- (a) The HOMERLYER(s) have cartified that the property shall be his/her/their principal residence and that at the time of application and approval, high-er/their annual recent does not exceed eighty percent (60%) of the median exame for the error, as determined by HUD, with adjustments for farmly size.
- (b) The property is located within the geographical errors of Seminole County, Florida and has an after retrabilitation or construction appraised value equal to or less than strengt percent (95%) (90% when used with SHIP famile) of the median sales proper of the area. The COUNTY through Graphy Samphole County Chumber of Commerce, has reviewed the household income and projecty value requirements in accordance with the HOME Program requirements and determined the project digible for handino.

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners

370\ 10\6

5 HOUSING AND QUALITY STANDARDS

The property at the tame of Initial occupancy by the HOMESUYER shall made Section 8 Housing Gualty Standards (HQS) and the local building codes and regulations of the COUNTY has described the property and has determined the project eligible for funding.

7 OTHER PROGRAM REQUIREMENTS

The Hameowner shall comply with all applicable Federal laws and regulations as described in HJ/D guidelines at 34 CFR Part 92 Subport H. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing (Applicable (Not Applicable (one unit)
- b) Environmental review

 Applicable

 Not Applicable
- c) Displacement, relocation and acquisition
 - And Applicable (etilvity funded is downpayment, closing cost or interest rate buy-down sustaining on a namity constructed unit; therefore no dispersement, relocation and acquisition occurred purspaint to Federal rules).
 - Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been bessed. Contineston has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.
- d) Load pond
 - Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)
 - Mot Applicable (Unit built during or after 1978.)
- e) Conflict of Inferest no conflict found
- Olsburnant and puspension not applicable
- g) Flood insurance
- h) Executive Order 12372 not applicable.
- 8. AFFIRMATIVE MARKETING

Not applicable that to the nature of the activity (MIREEU/YER program).

9 CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (NOMEBLYER program).

10. REQUESTS FOR DISBURGEMENT OF FUNDS

The HOMBBLYER agrees that the funds shall only be used to subside a physic lose to lower the borrows's roundily housing costs (Principal, Interest, Texas and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loss closing.

Should rehabilitation be included in the HOME meletance, the HOMEBUYER agreed that any work performed by a contractor on accordance with this Agreement shall be performed pursuant to a writen contract in the form required by the COUNTY. Further, the unit shall be impected by the COUNTY for completions with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2 RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and mainten documentation, as applicable in accordance with 24 CFR Part 82 and Florida Studies for a period of three (3) years from the end of the attentiability term,

120 14

`75'6'4'4. `5'6'5'6'

3 ENFORCEMENT OF THE AGREEMENT

3201 10/7

BEMINDLE COUNTY, FLORIDA

The ican shall be evidenced by a Promissory Note and secured laying plantages on the property Faiture by the HOMEBLIVER to comply with the terms of the Agreement and the loan documents shall be considered a detail and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

6. OTHER PROVISIONS

Notiner purity hereto ehall discriminate against any person or group of persons on account of rece, sex, creed, color or national origin in the performance of this Agreement.

Noticing command in this Agreement, or any act of the COUNTY or the HOMEBLYER shall be deemed or construed by any of the parties hereic, or third persons to create any relationship of third party beneficiary, principal or again. Limited or gamenal partiership, joint venture or any association or relationship involving the COUNTY.

May Veru Wandario	CIARY B. KAINEN-Noting County Pannyage Date: 2/12/57
WITNESSES Newy & Aluson	Netteria 2 Ministra
Print Name Quri S Koruse) Notary Public in and for the County and State Algrement	enfore me this 28" say of
My commission expires:	The second second

SATISFACTION OF SECOND MORTGAGE

This document is signed by <u>Seminole County</u>, a <u>political subdivision</u>, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the <u>30th</u> day of <u>May, 1997</u> from <u>Thomas H. Goings</u>, a single person, Mortgagor to <u>Seminole County</u>, a <u>political subdivision</u>, Mortgagee, securing that certain promissory note in the original principal amount of <u>Three Thousand-Fifty Dollars and no 00/100th (\$3,050.00)</u> which mortgage is recorded in Official Records Book <u>3259</u>, Page <u>0627</u>, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of <u>Three Thousand-Fifty Dollars and no 00/100, (\$3,050.00)</u> secured to Mortgagor the aforementioned sum as <u>(down payment assistance/rehabilitation assistance/emergency repair assistance)</u> through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this

day of November, 2002. ATTEST: **BOARD OF COUNTY COMMISSIONERS** SEMINOLE COUNTY, FLORIDA By:_ Daryl G. McLain, Chairman MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida Date: For the use and reliance As authorized for execution by the **Board of County Commissioners** Of Seminole County only. Approved as to form and at their legal sufficiency 2002, regular meeting.

County Attorney



BOTURY TO: SUNBLLT THEE A TYCY 240 Crown Oak Centre Drive

Second Mortgage Dead

LONGWOOD, Florida 32750 [[] QUALIFIC C'S

is hereby made and entered into the 1997, by and between thems II.

30th day of Ney 1997 by and betweenthough it. Colonge St., a single and No. 1997 by and betweenthough it. Colonge St., a single and No. 1997 by and betweenthough it. Colonge St., a single said No. 1997 by and betweenthough it. Colonge St., a single said No. 1997 by and betweenthough it. Colonge St., a single said No. 1997 by and betweenthough it. Colonge St., a single said No. 1997 by and betweenthough it. Colonge St., a single said No. 1997 by and betweenthough it. Colonge St., a single said No. 1997 by and betweenthough it. Colonge St., a single said No. 1997 by and betweenthough it. Colonge St., a single said No. 1997 by and betweenthough it. Colonge St., a single said No. 1997 by and betweenthough it. Colonge St., a single said No. 1997 by and betweenthough it. Colonge St., a single said No. 1997 by and betweenthough it. Street, Sanford, Florida 32771, hereinefler referred to as the "Mortgages."

(Whenever used burein the terms of "Mortgager" and "Mortgager" include all parties to this instrument, the inits, legal representatives and assigns of individuals and the successors and assigns of Hone; and the serm 'note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the apprecate earn named in the Second Mongage Note of even date consideration (\$ 2.50.00), hereinster described, the Mongagor hereby grants. bergeins, soils, aliens, premises, conveys and confirms unto the Mortgages all the certain land of which the Mortgager is now selzed and in possession alturated in Seminole County, Florida, viz.:

SEE EXHIBIT 'A" ATTACHED HERETO AND INCORPORATED HEREN

TO HAVE AND TO HOLD THE SAME, together with the tenements, herodisminents and appendicances traceto belonging, and the rents, leaves and profits thereof, unto the the Martyages, in fee simple.

AND the Morpagor covenants with the Morpagor that the Morpagor is indefeasibly—seized of said lend in fee element that the Morpagor has good right and lendut authority to convey said lend as aforesaid; that the Morpagor will make such further assurances to partect the fee elempia title to said lend in the Morpagor as may reasonably become against the Morpagor hereby full warrants the title to said land and will defend the same against the lendul claims of all persons whomsoever; and that each land is free land clear of all encumbrances except

A valid purchase maney Pirst Mortgage approved by Mortgages

THIS MORTGAGE IS GIVEN TO SEMINOLE THIS MONTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURBLIANT TO SECTIONS 420.513(1) AND 169.186(1)(d). FLORIDA STATUTES

LE HOME Funds Coordinator BHILP HOME Punds Coordinates

Lieve numberd

SandreloGranty Konon-wakip Assistance Program



ANY DEFAULT in any martgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one bests authorizing the Mortgages to declare a default. In the event of foreclosure, the Mortgages receives the right of first retues on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgages the centain Second Mortgage Not hereinster substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mongagor shall perform, comply with and skide by each and every of the agreements, stipulations, conditions and coverants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall coase, a determine and be not and wold.

AND the Mongagor immely further covenents and agrees to pay promptly when dise the principal and interest and other sums of money provided for in said note and Second Mongage, or either, to pay all and singular the taxes, assessments, levice, liabilities, obligations, and assuminances of every neture on said property to permit, commit or suffer no weste, impairment or desertosation of said tend of the improvement; thereon at any time; to pay all costs, charges, and expenses, including attorney's feest and the searches, reasonably incurred or paid by the Mortgages because of the february of the Mortgages because of the february of the Mortgages and covenants of said note and this Second Mortgage, or either, to perform, conditions and device by each and every of the agreements, stipulations, conditions and device by each and every of the agreements, stipulations, conditions of said note and the Second Mortgage, or either, the went the Mortgage may payable by virtue of said note and this Second Mortgage, or either, the Mortgage may payable by virtue of said note and the Second Mortgage, or either, the Mortgage may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall beer interest from the date thereof at the highest lawful rate than allowed by the laws of State of Florids.

If each and every one of the agreements, etipulations, conditions and coverants of said note and this Second Mortgage, are not fully performed, complied with and shided by, then the artire sum municipal in said note, and this Second Mortgage, or the entire balance unput thereon, shall forthwith or thereefler, at the option of the Mortgages, become and be due and payable, anything in said wote or herein to the contrary notationancing. Failure by the Mortgages to concluse any of the rights or options herein provided shall not constitute a tealers of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note stizohed hereto as Exhibit "8" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subbased.

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3259/0622

2

OCT-08-2002 TUE 01:33 PM NORTH AMERICAN TITLE 00

1

SantuleBraids Homosamership Assessance Program

This Mortgage shall be subcriticate to a valid purchase maney First Mortgage on this land, subject to the sollication and approved of Mortgages.

IN WITNESS WHEREOF, the said Mortgager has hereunto signed and scaled those presents the day and year first above written.

Thomas I Serings G.

Print Name: DEBORAN Y. HOLLAND

Print Name: Richard E. Hedden

Print Name: Richard E. Hedden

Print Name: Print N

Print Name:

Print Nerse:

3759 0623

FAX NO. 3867745282 FAX NO. 407 P46 2654 P. 06/15 P. 15

OCT-08-2002 TUE 01:33 PM NOPTH AMERICAN TITLE CO

Saminde Gandy Housenwership Hesistanes Program



STATE OF FLORIDA COUNTY OF BEMINOLE

I HERCEDY CERTIFY that on this <u>such</u> day of <u>the</u> 1989 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to telle acknowledgments, personally appeared Transa II. Coings Jr. and an economicage before me that helpholitely executed the foregoing instrument and who acknowledge before me that helpholitely executed the same and are personally known to me or have produced <u>Roots identification</u> as identification and who did did not take an oath.

WITNESS my hand and official small in the County and State last aforestald.



Name: Notary Public Serial Number Commission Expires:

OFFICIAL RECORNS
BROOK
3259 0624
SEPRINGLE CO. FL

Description: Seminole, FL Document-Book. Page 3259. 621 Page: 4 of 9 Order: v Comment:

P. 07/15 P. 16

OCT-08-2002 TUE 01:34 PM NOPTH AMERICAN TITLE CO FAX NO. 407 P48 2654 11

LEGAL DESCRIPTION

3259 0625 SEMNOLE COL. FL

5

FAX NO. 3867745282

P. 08/15 P. 17

Sominals County Humanimorably Assistance Program



EXHIBIT "B" SECOND MORTGAGE NOTE

17.00.00 (00.00)	AMC
FOR VALUE RECERVED, the undersigned (piritly and severally, if more than one) remines to pay Seminole County (The County), a political subdivision of the Sate of lorida, or order, the manner baseleafter specified, the sum of the manner baseleafter specified, the sum of more thousand and Pists and mo/oo(s 2,000.00). The said principal shall be supplied in leaving money of the United States of America to the County at 101 mer visual states, section 1. Florida 22771. or at such a piece as may security be designated by written notice from the holder to the maker hereof. This lots and Mortgage securing same shall be for a period of eventy (20) or thirly (30) sers (if used in confunction with FHA financing), beginning on the date of execution of the Note and scoompanying Mortgage. Repayment of this Note shall take place in the showing manner:	Profit Sheet payer 1200 here Note year

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- 8. He payment stuff be required during the term of this Note, and this debt stuff be permanently tergitiven (chack one) <u>X</u> ten (10), <u>twenty</u> (20) or thirty (30) years (se applicable) effor the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, tensed, transferred or refinanced and remains owner-occupied for a period of at least ten (10), eventy (20) or thirty (30) years (as applicable) after execution of this Note.

This Note incorporates, and is incorporated into, the Second Marigage Deed of even date on the following described property.

SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

THE STATE OF THE S

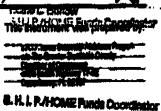
3259/0629

Description: Seminole,FL Document-Book.Page \$259.621 Page: 7 of 8 Order: v Comment:

SentudeCrosty Houseemership Assistance Program



THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGISLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.818(1) AND 188.186(1)(d), FLORIDA STATUTES



- The sale, transfer or relinencing of the subject home and real property, within ten (10), teenty (20) or thirty (30) years (se applicable) of execution of this Note, by maker or maker's successors.
- Lessing or renting of the property within ten (10), twenty (20) or thirty (30) years
 of the date of execution of the Note and Second Mortgage.
- The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Failure to pay applicable properly taxes on subject properly and improvements.
- Feiture to maintain adequate hexard insurance on subject property and improvements.
- 8. Failure to comply with the terms and conditions of the accompanying Second; Mortgage Deed of even date.
- 7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as eat forth heroinabove shall cause an acceleration of the remaining uspaid principal between evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining uspaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in fever of the said holder, and shall be construed and enforced according to the lews of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

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3759 8628

Description: Saminolo,FL Document-Book.Page 3259.621 Page: 8 of 9 Order: v Comment:



Each person liable hereon whether maker or enforcer, hereby waives personanted, protest, notice of protest and notice of dishance and agrees to pay all costs, including rescendile attorney's fees, whether suit be brought or not, if, after meturity of this Note or default hereunder, or under said Mortgage, comment shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

in the event of foreclosure, County recent	BE the Light of past several ou the broboto.
IN WITNESS WHEREOF, the said these presents the day that year first show	Morgagor has hereunto signed and senied to written.
CALLE	Thorse Waring
Print Name	Print Name: Shows B. Goings Jr.
C.S. STELMENTAN	The Buse
Print Name:	Print Name:
Deflot	يرين
Print Normo: DEBORAH Y. HOLLAND.	3759 062 3759 062
Print Name:	
STATE OF FLORIDA COUNTY OF SEMINOLE	0629 cu. Fl
in tuke advacujedomenta, dalabbakiv ši	e State aforestid and in the County aforestin
awi . With	conculed the foregoing instrument and who concuted the same and are personally known
icknowledge perdre the link resolves <u>fices</u> did not take an oath.	as identification and who did/
WITHESS my hand and official seal in	the County and State last aforessid.
N. S.	armit odany Public erial Number commission Expires:

October 9, 2002

Seminole County 1101 East First Street Sanford, FL 32771

RE: OUR FILE NO.:

1102284

BORROWERS:

Thomas Goings

PROPERTY ADDRESS:

222 Temple Ave. Casselberry, FL 32730

ACCOUNT NUMBER:

Gentlemen:

The referenced property is being sold and the mortgage which you hold and/or service is to be satisfied immediately thereafter.

Please provide our office as soon as possible via fax, Fax Number (386)774-5282 with the amount required to pay the above referenced mortgage loan in full as of Octboer 31, 2002, together with the **per diem** interest to be charged thereafter and the amount of the escrow balance

UNLESS YOU OTHERWISE INDICATE, WE WILL PROCEED ON THE BASIS THAT THE PAYOFF FIGURE GIVEN DOES NOT TAKE INTO CONSIDERATION THE ESCROW BALANCE, BUT THAT IT DOES TAKE INTO CONSIDERATION THE PREPAYMENT PENALTY, IF ANY.

Please fax the payoff statement to my attention, following up with hard copy via mail. Thank you in advance for your prompt cooperation.

Very Truly,

Amy Kubusheski Pre-Closer OCT-08-2002 WED 08:48 AM NORTH AMERICAN TITLE CO

P. 13/15

P. 02

TITLE AGENCY 240 Crown Oak Centre Drive Longwood, Florida 32750

SPIMINGLE COUNTY HOME PROCEAM SIGMERLIYER PROGRAM ASSISTANCE AGREEMENT

Thomas II. Goinge, Jr., a single new 222 Temple Menue

Perm Ferk, PL3Z730 Summely County, a positively subdivision of the State of Florida, others address is 1101 flux Flux Insert, Stational, Florida, 32771 thereignelier "COLDITY") and Thursdan H. (splinger, Mr., a mingle must

thereistafter "HOMERLIYFR").

WITNESSETH:

I. LISTE OF HOME PURCOS

WHEREAS, the COURTY has received HOME funds appropriate flowing Act of 1980, as uncoded, through the U.S. Department of the development of the development of the department o

WRITEFAS, the COUNTY Not agreed to one HOME famile in amoint qualified in payment, clocking counts, and/or interest rate bay-down assistance derivage had design hareby known as <u>Ganter Empirels Caroly Chamber of Caroliname</u> remembers as not forth in 24 CPR Part 92 as assented or various by HUD.

1. AFFORDABILITY

The property which is the subject of this Agreement shall recepts affinishly in an COUNTY guidelines for a term as appointed in a named mortgage none and does which shall until the first of the following overtee occurs: (1) horsever rolls, transfer or depresse of the Cry, including but not limited to, subs. transfer, buttingstry or functionard; (3) the horsever disc, or if a Martin complete.

3. REPAYMENTS

The COUNTY shall provide a Deformed Suymont Laws in an entert up to \$3,050.00 at 0% or the Grat of the fallowing sweets occurre (1) between ordinates or dispute of the assimal unit day. Including hat not limited us, sain, transfer, businepays or forestment; (2) the harmoner as longer occupies the unit as his principal unidence; or (3) the introduct dies, or if a matrix couple, the storybor dies. HOLE

4. UNIPORM ADMINISTRATIVE REQUIREMENTS

Non applicable as the HOMEBUYER is not a subsectional or sale recipie

1. PROJECT REQUIREMENT

The COUNTY and the HOMESHYRR agree to comply with HOME regulations as set forth

abilization or construction approximal value equal to or less thus a local-five percent (55%) (10% of with SHIP funds) of the median sales price of the area. The COUNTY flunds. missis Course. Character, at Commerce., has professed the household income and projectly value paleometric in accordance with the ICOME Program requirement and described the project eligible for siding. The ICOMERCYTER shall maintain the property, including payment of projectly inner and mechanisms, during the term of affordability.

P. 03

[) ==

& MOURING AND CLIAL STANDARDS

The property at the fitte of initial consumercy by the HOMEBLYER whell make Section 5 Housing Coming Mandands (HOM) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Heliteckman shall comply with all applicable Pedansi have and regulations as described in NUID guidelines at 24 CPR Part 42 Subport H. The regulations are provided below. Applicable regulations are an actual.

4) Equal opportunity and fair housing

Applicable Nat Applicable (one unit)

h) Environmental succe

c) Displacement, released up and acquisition

□ Not Applicable (access number in description on depletament, relocation and acquisition and acquisition.

Proplemble (Activity in development, closing oper or interest rate bay-down assistance for the first same of an exhibity unit. Appropriate nodese have seen intered. Carification has been provided mested ensuring that property was not accomplish by a tenent and that the county lags been volunterity depisored by choice.

d) Land pain

Supplicable (Flores half prior to 1978, Lond-bessel paint relice has been provided and unk Suplicited for final-based paint existence.)

☐ Not Applicable (Link bulk during or after 1978.)

- a) Conflict of interset no conflict found
- f) Distarmant and expension not applicable
- g) Flood inturance
- II) Imputive Order 12372 net applicable.
- & AFFWMATIVE MARKETING

Not applicable due to the region of the activity (HOMBBUYER program).

2. CONDITIONS FOR RELIGIOUS CHIGANIZATION

Not applicable due to the interest of the activity (HCMCSUVER program).

10. REQUESTS FOR DISSURBINGHOUT OF FLINDS

The HOMESLYER agrees that the funds shall only be used to substitute a private ison to lower the increase and increase (PTI)) and to pay desirg code and patt of the downpayment amount, if necessary. The HOME tools whall be distanted by the COUNTY at the time of lear about.

Should retrabilishing be installed in the HCME suphtheran, the HCMSBUYER agrees that any work partnment of a contractor in accordance with this Agreement shall be performed payment to a writing contract in the form required by the COUNTY. Further, the milk shall be inspected by the COUNTY for compliance with COUNTY leaving and other local ender and regulations.

Owtaship assistance funds shall not be disturbed prior to completen of work and acceptance of the same by the COUNTY.

1. REVERSION OF ACCETS

Not applicable as the homeourser is not a guiceoplant.

2 RECORDS AND REPORTS

The COUNTY and HOMESLYTER shall correlate all reports and maintain documentation, as applicable in accordance with 24 CFR Part SC and Fluida Statutes for a partial of funes (3) years from the and of the attendability term.

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4. DURATION OF THE AGREEMENT

Noticing contained in this Agreement, or any act of the COUNTY or the HOMEBUYSE shall be mad or construed by any of the parties harele, or third persons to create any reinflaminip of saird pusy efficient, principal or apart, Swited or gaments purthership, joint vertice or any mesociation or forethy involving the COUNTY.

Mary Very Mantaria	Dale 5/22/97
May Most to Book	Thomas 2 Joings J. Thomas 2 Joings Jr. Thomas H Garings Tr. Date: 4/25/97 202 Januar Gar.
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